

**INVITATION TO PURCHASE STATE-OWNED PROPERTY  
AT A QUALIFYING PUBLIC ORAL AUCTION  
October 26, 2006**

On behalf of the Department of Public Health & Human Services (DPHHS), the Department of Natural Resources and Conservation (DNRC) Trust Land Management Division, hereby offers three parcels of land in Judith Basin County for sale at a qualifying public oral auction. Inquiries regarding the sale may be directed to Jan Ward, DNRC Real Estate Management Bureau, PO Box 201601, Helena, MT 59620-1601; by phone at 406-444-3544; by email to [jward@mt.gov](mailto:jward@mt.gov); or by visiting our website at: <http://dnrc.mt.gov/trust/nontruststateland>.

**PROPERTY DESCRIPTIONS**

**BENCHLAND** -- L 1 & 2, B 14, Brown's First Addition;  
**MOCCASIN** -- L 9 through 12, B 4, First Addition; and  
**HOBSON** -- L 11 & 12, B 31, Hobson Original Townsite.

**APPRAISED VALUE/MINIMUM OFFER** - The minimum bid of each property has been established by the Land Board as determined by a current appraisal and will be used as the minimum acceptable bid under the terms and conditions provided herein. The minimum bids are:

**BENCHLAND** -- \$500;  
**MOCCASIN** -- \$2,000;  
**HOBSON** -- \$7,000.

**REAL PROPERTY TAXES** - The State of Montana is exempt from paying real property taxes. The purchaser will be responsible for future real property taxes from the date of closing.

**TERMS AND CONDITIONS OF SALE**

**AUCTION DATE, TIME, AND LOCATION -**

- October 26, 2006 at 10:00 a.m.
- In the lower level meeting room of the Judith Basin County Courthouse
- 11 Third St. NW in Stanford, MT 59479.

**TERMS** - Cash, ten percent (10%) earnest money deposit will be applied to the purchase price. The entire balance of the purchase price must be paid in full at the time of closing. DNRC will set a closing date that is mutually agreeable to the purchaser within 30 days of the auction.

**OFFEROR QUALIFICATIONS -**

- a. Persons must be at least 18 years of age in order to participate in the public oral auction;

- b. Bids made by public employees must be in compliance with Standards of Conduct set forth in Title 2, Chapter 2, MCA; and,.
- c. Pursuant to 77-1-113, MCA, State employees may be disqualified from participation in the auction.

**SUBMITTING THE BID DEPOSIT** - A bid deposit in the amount of \$100 is required for each parcel of interest in the form of a cashier's check, money order or other certified funds, made payable to the Department of Natural Resources & Conservation. Each offer to participate must be made on the attached "**Offer to Participate**" form and must be **postmarked on or before 5:00 p.m., October 20, 2006** to be considered. Submit your "Offer to Participate" and bid deposit to **JAN WARD at MT DNRC, P.O. Box 201601 Helena, Montana 59620-1601**. "Offer to Participate" forms that are not signed and dated will be disqualified. Offers submitted without sufficient deposit shall be disqualified. Copies of the "Offer to Participate" may be made for an additional bid deposit on another property.

**DEADLINE - "Offer to Participate" and bid deposit of \$100.00** must be postmarked by 5:00 p.m. on October 20, 2006 (Offer Closing Date). All parties submitting a deposit are responsible for ensuring that their deposit is received by the Offer Closing Date. Deposits postmarked after the Offer Closing Date will not be considered.

**AUCTION PARTICIPANTS** - Only those individuals submitting an "Offer to Participate" and a bid deposit of \$100 **will be allowed to participate** in the public oral auction.

**FORFEITURE OF BID DEPOSIT** - A qualified bid participant(s) or designated representative(s) who fails to attend the bid auction for reasons other than good cause, as may be determined and approved by DNRC **in writing, prior to the auction date**; and/or who, in the event no other bids are received, fails to pay the minimum bid amount under terms and conditions contained herein, shall at the discretion of DNRC, be deemed to have forfeited the bid deposit to the State of Montana.

**DISQUALIFICATION** - Any of the following may, at DNRC's sole discretion, disqualify a participant at the auction, if the:

- a. "Offer to Participate" is received without a sufficient deposit amount.
- b. "Offer to Participate" is not completed in full, signed and dated.
- c. Offer is postmarked after 5:00 p.m. on October 20, 2006.

**SALE PROCEDURE** - On the day of sale:

- a. Bidding will open at the minimum bid amount for each property. Bid raises will only be accepted in increments of \$25 or more until the property is sold to the highest bidder, who will be deemed to be the purchaser of the property.
- b. **Purchase Agreement** - Upon conclusion of the auction, the High Bidder (Purchaser) will be required to execute a "**Purchase Agreement**," which will be submitted to DNRC with an earnest money deposit.
- c. **Earnest Money Deposit** - An earnest money deposit in the amount of **TEN PERCENT (10%)** of the high bid amount (rounded up to the nearest multiple of \$25) must be submitted by the high bidder (purchaser) to DNRC along with the "**Purchase Agreement**" immediately following the auction and be **in the**

**form of a Cashier's Check, Money Order, or other certified funds made payable to the Department of Natural Resources and Conservation or DNRC.**

**\*\*DO NOT BRING CASH!\*\***

The bid deposit from the purchaser shall be applied toward the purchase price of the property. Deposits shall be returned to the unsuccessful bidders within ten (10) days of the auction.

- d. DNRC will set a closing date that is mutually agreeable to both parties provided that such date shall be within thirty (30) days of the sale. The balance of the purchase price of the property and any closing costs must be paid in full at closing made payable to DNRC in the form of a cashier's check, money order or other certified funds.

**FORFEITURE OF EARNEST MONEY DEPOSIT** - In the event that the purchaser fails to meet any or all of the terms and conditions contained in this "Invitation to Purchase," all monies which have been collected and credited toward the purchase price may be retained as liquidated damages and not as a penalty, and DNRC shall be free to accept the second high bidder as purchaser.

**CLOSING COSTS** - The purchaser shall be responsible for paying all closing costs. Closing costs may include, but are not limited to, recording fees, escrow fees, fees related to verification of deposit and credit, and administrative fees.

**TITLE INSURANCE** - DNRC does not warrant title to this property. Title shall be delivered at the time of closing by Grant Deed. DNRC will send the Deed to the County Clerk & Recorder for recording with instructions for the original Deed to be sent to the Purchaser. Title insurance, if desired, will be the responsibility of the purchaser.

**CONVEYANCE** - The parcel shall be conveyed by Grant Deed and shall be fully subject to all encumbrances, including but not limited to patents, easements, conditions, taxes, assessments, zoning regulations, rights-of-way, exceptions and restrictions of record, and reservations of oil, petroleum, gas, coal, ore, minerals, fissionable materials, geothermal resources, fossils or other rights gaseous, liquid and solid, in and under the property.

**PARCEL INSPECTION** - Interested parties are strongly urged to do an on-site inspection of the parcel and locate all property boundaries prior to submitting an "Offer to Purchase." It is also recommended that interested parties inspect all public records pertaining to these properties.

**AMENDMENTS TO INVITATION TO PURCHASE** - Any amendment to the "Invitation to Purchase" **shall be in writing**, be expressly identified as such, and be adopted pursuant to the further terms thereof. There is a statement at the end of the "Invitation to Purchase" indicating whether or not there is an amendment at the time of mailing. When an amendment is considered part of the "Invitation to Purchase", a **copy will be mailed to all participants** who have previously been sent a bid packet. It is the sole responsibility of the participant to ensure that they have received all amendments to this

"Invitation to Purchase" and any related material prior to submitting their bid deposit. The participant shall not rely in any manner upon any oral contact with DNRC for any purpose, including interpretation of any of the terms and conditions of this "Invitation to Purchase" or compliance with the requirements.

**WARRANTIES** - It is the purchaser's responsibility to examine the property and take such other steps as may be necessary to ascertain the exact character and location of the property and improvements. In addition, DNRC makes no warranties, either express or implied, nor assumes any liability whatsoever, regarding the social, economic, or environmental aspects of the property, to include, without limitation, the soil conditions, water drainage, physical access, natural or artificial hazards which may or may not exist, or the merchantability, suitability or profitability of the property for any use or purpose. **This property is offered "AS IS".**

**CONDITIONS** - DNRC reserves the right to postpone or cancel this offering, in whole or in part, to change the minimum price of the parcels, or to withdraw parcels from this sale at any time prior to the sale, without notice. DNRC shall not be liable for any expenses incurred by any parties participating in this sale as a result of, but not limited to, a change in the minimum price or withdrawal of the parcel from sale. The right is reserved to waive technical defects in this brochure.

**THERE ARE NO AMENDMENTS TO THIS DOCUMENT AT THIS TIME.**  
**September 21, 2006**



## OFFER TO PARTICIPATE IN ORAL AUCTION

**Instructions:** Please read all information in the "Invitation to Purchase" package prior to completing this form. A **\$100.00 bid deposit** in the form of a **cashier's check, money order or other certified funds must be submitted with this "Offer to Participate"** to assure your participation in the oral auction. Without the submission of this form, participation in the auction will not be allowed. **This form must be filled out completely, signed, and postmarked on or before 5:00 p.m., on October 20, 2005.** Return bid deposit and "Offer to Participate" to: Jan Ward, Department of Natural Resources and Conservation, Trust Land Management Division, P.O. Box 201601, Helena MT 59620-1601. **PLEASE PRINT CLEARLY.**

### PARTICIPANT:

NAME: \_\_\_\_\_  
(Please Print Clearly)

CORPORATION NAME: (If applicable) \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY/STATE/ZIP: \_\_\_\_\_

Business Phone

Fax Number

Cell Phone

Enclosed are my certified funds in the amount of \$100.00 as a bid deposit for participation in the public oral auction of the **BENCHLAND, HOBSON or MOCCASIN** property. One **"Offer to Participate"** is required for **each property** upon which you wish to bid. Additional copies of this "Offer to Participate" can be made for the other properties.

Auction Participant's Signature

Date